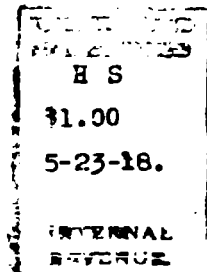


Book 523

This Indenture Witnesseth, That the Grantors, Anna Heinemann and Julius Heinemann, her husband; Dora Wagner and William Wagner, her husband, Herman Semmelroth and Lulu Semmelroth, his wife; Clara Semmelroth, a single person, August Semmelroth and Bertha Semmelroth, his wife; Frieda Seib and Julius F. Seib, her husband; Charles Rhein, a widower, and Anita Rhein, a single person, all of the City of Belleville, County of St. Clair and State of Illinois, for and in consideration of the sum of One Thousand Dollars, in hand paid, convey and warrant to Peter Waigand of the City of Belleville, County of St. Clair and State of Illinois, the following described Real estate, to wit:-

"The east one-half of Lots numbered Nine (9), Sixteen (16) and Seventeen (17) of Ralph's Addition to the City of Belleville, situated in the City of Belleville, County of St. Clair and State of Illinois, hereby releasing and waiving all rights under and by virtue of the Homestead exemption Laws of this State.

Dated this 23d day of May, A.D. 1918.



Anna Heinemann	(Seal)
Julius Heinemann	(Seal)
William Wagner	(Seal)
Dora Wagner	(Seal)
Herman Semmelroth	(Seal)
Lulu Semmelroth	(Seal)
Clara Semmelroth	(Seal)
August Semmelroth	(Seal)
Bertha Semmelroth	(Seal)
Frieda Seib	(Seal)
Julius F. Seib	(Seal)
Chas. Rhein	(Seal)
Anita Rhein	(Seal).

State of Illinois,)
St. Clair County.) ss.

I, the undersigned, a Notary Public in and for the said County, in the State aforesaid, do hereby certify that Anna Heinemann and Julius Heinemann, her husband; Dora Wagner and William Wagner, her husband; Herman Semmelroth and Lulu Semmelroth, his wife; Clara Semmelroth, a spinster; August Semmelroth and Bertha Semmelroth, his wife; Frieda Seib and Julius F. Seib, her husband; Charles Rhein, a widower, and Anita Rhein, a spinster, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me, this day, in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of Homestead.

Given under my hand and Notarial seal this 23d day of May, A.D. 1918.

Louis E. Wangelin

(Notarial seal)..

Notary Public..

Filed for record May 23rd 1918, at 12:05 P.M. Instr. No. 62188

This deed made and entered into this 22nd day of May, 1918, by and between Julius Pitman and Caroline M. Pitman (single), Lucy E. I. Richardson and Russell A. Richardson, her husband, Eugene R. Methudy and Edna Methudy, his wife, and Edward J. Methudy single, parties of the first part, and said Julius Pitman and Josephine E. Methudy, parties of the second part, witnesseth: That the parties of the first part, in consideration of one dollar to them in hand paid and of the obligations imposed on the grantees as trustees of the grantors, do convey and quit-claim to said parties of the second part the following realty in St. Clair County, Illinois:

1-16-20 See assignment, B.C. 50379288

Certain tracts of land situated in St. Clair County, Illinois, described as follows:

1st: A tract of land bounded east by a road 66 feet wide laid out in the 3rd Subdivision of Cahokia Commons and now known as Mississippi Avenue, west by the east line of the 100 feet of the right of way of the East St. Louis and Carondelet Railroad formerly known as the Conlogue Railroad and operated by the Terminal Railroad Association, North by the right of way of the Alton and Southern Railroad; South by the Village of Cahokia or Dead Creek, excepting lots 120, 121, and 131 of said 3rd Subdivision situated within the boundaries of the above described land.

2nd: The northern portion of lots 229 and 232 of said 3rd Subdivision bounded north by 50 foot wide road, east by said Mississippi Avenue, south by right of way conveyed by Kehr and Pitzman to the said Mid-Continental Oil and Refining Company by deed dated December 12th, 1906, and west by the East St. Louis and Carondelet or Conlogue Railroad; said tract of land is subject to easement granted to the Monsanto Chemical Works by deed of October 2nd, 1917 for the laying and maintaining of sewer and water pipes near the northern boundary thereof.

3rd: A tract of land bounded north by lot 182 of said 3rd Subdivision, east and southeast by Dead Creek, and west by Mississippi Avenue, excepting therefrom lots 161, 166, 134, west one-half and northeast one-fourth of lot 160 of said 3rd Subdivision.

4th: A tract of land known as lot 187 of said 3rd Subdivision

5th: " " " " " " " 194 " " " "

6th: " " " " " " " 210 " " " "

7th: " " " " " " " 211 " " " "

8th: " " " " " " " 191 " " " "

excepting from lot 191 a lot conveyed to the Trustees of Schools of Township two range ten west, by deed dated February 3rd, 1916, and recorded in Book 487 page 511.

9th: A tract of land known as lots 199 and 202 of said 3rd Subdivision, subject to an easement for a County Road 60 feet wide through said tract.

10th: A tract of land being parts of lots 215, 218, and 219 of said 3rd Subdivision bounded northwest by the 70 foot right of way held by the Alton and Southern Railroad under deed of Kehr and Pitzman to the Southern Illinois Trust Company dated March 8th, 1913, and recorded in book 443 page 225, east of Dead Creek, south by lot 214 and west by said Mississippi Avenue.

11th: A tract of land being the northern portion of lot 231 of said 3rd Subdivision having a front of 64 feet on the east line of said Mississippi Avenue and extending eastwardly to the center line of Dead Creek, bounded north by a 50 foot wide road and south by the land conveyed to the Commercial Acid Company by deed dated April 2nd, 1914.

12th: A tract of land bounded north by the southern line of the land owned by the St. Louis, Belleville and Southern Railroad Company as established by agreement dated April 17th, 1900 and recorded in book 268 page 310, east by the west line of the 100 foot right of way of the East St. Louis and Carondelet Railroad, south by land of August A. Busch or center line of a private road 40 feet wide leading from the Village of Cahokia to the property known as the "Red House", west by the right of way conveyed by Kehr and Pitzman to the East Side Levee and Sanitary District by deed dated August 21st 1915, recorded in book 483, page 346, and by the tract of land conveyed by Kehr and Pitzman to the Mobile and Ohio Railroad by deed dated June 11th, 1898, and recorded in Book 252, page 459, excepting therefrom 1stly a right of way 70 feet wide held by the Alton and Southern Railroad under deed from Kehr and Pitzman to the Southern Illinois Trust Company dated March 8th, 1913, and recorded in Book 433 page 225, 2ndly a triangular parcel of land near the intersection of the Alton and Southern Railroad and Mobile and Ohio Railroad which parcel was conveyed to the Alton and Southern Railroad by Kehr and Pitzman by deed dated December 7th, 1914, and recorded in Book 457 page 295, 3rdly a right of way 50 feet wide north of and adjacent to the Alton and Southern Railroad and described in deed from Kehr and Pitzman to Monsanto Chemical Works by deed dated October 2nd, 1917, and 4thly the easement granted to said Monsanto Chemical Works for the laying and maintaining of sewer and water pipes through the northern part of said

tract under agreement of October 2nd, 1917.

* 13th: A tract of land bounded north by the Southern line of the land owned by The St. Louis Belleville and Southern Railroad as established by agreement dated April 17th, 1900, and recorded in book 268 page 310, east by the right of way conveyed by Kehr and Pitzman to the East Side Levee and Sanitary District by deed dated August 21st, 1915. Southwardly by a right of way 500 feet wide conveyed by Kehr and Pitzman to The East Side Levee and Sanitary District for a Diversion Canal by deed dated July 21st, 1916, and in part by the southern line of the ^{Common} known as U.S. Survey 759 and west by the Mississippi River, excepting therefrom, firstly the 100 acre tract and the 70 foot right of way leading thereto held by the Alton and Southern Railroad under a deed from Kehr and Pitzman to the Southern Railroad under a deed from Kehr and Pitzman to the Southern Illinois Trust Company dated March 8th, 1913, and recorded in Book 443 page 225 and secondly, a tract of land north and adjacent to the last mentioned 100 acre tract and to the right of way leading thereto and being the land described in the deed of Kehr and Pitzman to the Monsanto Chemical Works dated October 2nd, 1917, and thirdly a two acre tract conveyed by R.E. Rombauer, Trustee to G.H. Timmermann by deed dated November 8th, 1881 and recorded in book 221 page 36; the said tract of land conveyed is subject to an easement granted to the Monsanto Chemical Works for laying and maintaining sewer and water pipes south of the northern line of said tract hereby conveyed under the terms of the deed of October 2nd, 1917.

+ 14th: A tract of land composed of U.S. Surveys 146 and 147 of Prairie DuPont Common Field extending from Prairie DuPont Creek Westwardly to the Mississippi River bounded north by U.S. Survey 759 and south by U.S. Survey 148 and which land is subject to the right of way of the East St. Louis and Carondelet railroad, of the Mobile and Ohio Railroad and of the Venice and Carondelet Railroad, and is subject to a right of way 500 feet wide conveyed by Kehr and Pitzman to the East Side Levee and Sanitary District by deed dated July 21st, 1916,

+ 15th: A tract of land situated in U.S. Survey 148 and extending from the western line of the right of way of the East St. Louis and Carondelet Railroad westwardly to the Mississippi River bounded north by U.S. Survey 147, south by U.S. Survey 149 and which land is subject to the right of ways of the Mobile and Ohio Railroad, also the Venice and Carondelet Railroad and is also subject to a right of way 500 feet wide granted to The East Side Levee and Sanitary District for the Diversion Canal which last mentioned right of way was conveyed by Kehr and Pitzman to said The East Side Levee and Sanitary District by deed dated July 1st, 1916.

16th: The northwestern 35 1-4 acres of lot 4 of Brackett's Subdivision of U.S. Survey 193 of Prairie Du Pont Common Fields, bounded southeast by a 20 acre tract sold by Kehr and Pitzman to Dyroff, northeast by survey 192 and southwest by survey 359.

17th: A tract of land known as lot 94 of the Second Subdivision of Commons of Cahokia containing 9 70-100 acres.

18th: So much of lot 97 of said 2nd Subdivision as is situated east of the east line of the right of way of the East St. Louis and Carondelet Railroad.

* 19th: So much of lots 109 and 110 of the Second Subdivision of the Cahokia Common as is situated East of the right of way conveyed by Kehr and Pitzman to The East Side Levee and Sanitary District and which tract of land is subject to a right of way 50 feet wide along the eastern part of said lots 109 and 110 conveyed by Kehr and Pitzman to said The East Side Levee and Sanitary District for drainage purposes.

* 20th: All lots or tracts of land in the village of Cahokia located east of the Conlogue Railroad ~~now controlled by the Terminal Railroad~~ now controlled by the Terminal Railroad Association and acquired from Mink, Lobenhoefer, Wasmer, Gerber and others.

Together with any other property in U.S. Surveys 759, in the Prairie DuPont Common Fields and in the tract known as the Village of Cahokia, which was owned by said Julius Pitzman and Edward C. Kehr, now deceased, at the time of said Kehr's death, it being the intent of this instrument to convey any and all property owned in common by said Kehr and Pitzman in Centreville Station Township and in Sugar Loaf Township, St. Clair County, Illinois, together with all appurtenances thereto, whether specifically hereinabove described or not;

And the said Josephine E. Methudy, as executrix of Edward C. Kehr, deceased, and as legatee of said Edward C. Kehr sells and transfers 48 shares of stock in the St. Clair Ferry and Transfer Company to the parties of the second part hereto to constitute part of this trust estate. And the said Julius Pitman does sell and transfer Company to constitute part of this trust estate.

To have and to hold all property real and personal aforesaid unto said parties of the second part and their successors in trust forever.

In trust for the following purposes: At the death of Edward C. Kehr, deceased, the real estate above described belonged to Julius Pitman and Edward C. Kehr as tenants in common in equal shares. The share of Edward C. Kehr in said real estate has passed under his will, so the present interests in said property are as follows: Julius Pitman owns half, Josephine E. Methudy, one eighth; Lucy E. I. Richardson, one eighth; Eugene R. Methudy, one eighth; and Edward J. Methudy, one eighth. Said parties in said proportions are the beneficiaries of this trust.

The said trustees shall have all the powers of dealing with the property and of making arrangements with third persons looking to the enhancement of the value and the ultimate disposition of the same that they would have as owners in their own right, not subject to any trust. Thus they have absolute power to alienate the property or any part thereof or any interest therein, which includes the power of making leaseholds and creating easements running beyond the duration of the trust, on any terms they see fit. They can make improvements of any character which in their opinion are calculated to increase the value of the property, and whenever they deem it advisable may loan funds of the trust estate to others for the purpose of erecting and maintaining such improvements. They may also make arrangements with such as have or may acquire interest in the trust property or any part thereof, or in property adjoining it, and with such others as may have interest in the matter for the establishment of easements over the trust property or over the property of others and for the creation of reciprocal rights and obligations with third parties whenever the ~~trustees deem such action to the advantage of the trust.~~ These special recitals are not limitations on the powers measured by those of beneficial owners, given above, but merely illustrations. As a limitation upon this power of improvement and incurring expenditures, it is provided that the trustees shall in no one year spend more than \$10,000 in improvements, save with the written approval of the owners of at least one-half of the beneficial interest derived through Edward C. Kehr, as above set forth, and of the owners of at least one-half of the beneficial interest derived through Julius Pitman.

It is further provided hereby that no party dealing with the Trustees hereunder, whether purchasers from them or others, shall be called on to see to the application of the moneys they may pay such trustees, but payment to such trustees shall be discharged from further liability.

It is further stipulated and agreed between all parties hereto that the adjustment of any sums due at Kehr's death from Kehr to Pitman, or vice versa, arising out of their dealings up to said Kehr's death in the management and care of said property shall be adjusted between said Pitman and the estate of Edward C. Kehr deceased, and shall not be taken into consideration in this trust, nor shall they affect the amount of the respective beneficial interests in the trust as above set forth.

In this trust it is understood that Julius Pitman and his successors as Trustee as hereinafter provided, represent the beneficial interest of himself and all hereafter to claim by, through, or under him, and that Josephine E. Methudy and her successors as Trustee as hereinafter provided, represent the beneficial interests of all now claiming or hereafter to claim by, through or under Edward C. Kehr, deceased.

In case either of the named trustees, dies, resigns, is removed, refuses to act, or becomes incapable of acting from any cause, the then holders of more than half of the value of the interest which such incapacitated trustee represented may by an instrument in writing appoint a trustee in place of said incapacitated trustee. A vacancy as to any

trustee thus appointed as successor to an original trustee may be filled in a similar manner, and so on from case to case as long as the trust lasts. In case a majority in interest of the side authorized to fill such vacancy in the trustees is not secured within a month after such vacancy and no appointment made as above provided within said time, any beneficiary may call, on reasonable notice to all beneficiaries, a meeting of all beneficiaries authorized to fill such existing vacancy, and there shall be a vote of the beneficiaries according to interest to name such trustee; if at such vote no one voted for secures the vote of a majority in interest of that side of the trust, then the remaining trustee shall have the power and duty to name one of the persons for whom votes have been given, as trustee, and the person thus named by the remaining trustee shall be trustee under this trust. Any trustee entering upon this trust either directly after the original trustee or at any time thereafter during the the trust shall have all the powers and be subject to all the duties attaching to the original trustees hereunder.

The title and the powers of the trustees hereunder are joint as distinguished from joint and several. But power is given the trustees to appoint by an instrument in writing an agent or agents in their behalf, which agent or agents shall, within the scope of the authority given them and while the agency remains un-revoked, have power as fully as the trustees; and the trustees may confer such power on one of their own number.

The trustees shall render annually to the beneficiaries a report of their administration. In that report they shall take credit for all expenditures incurred in the administration of the trust including compensation in full for services rendered to them, which shall include actual services rendered by any of the trustees for which a third person rendering such service would be entitled to charge, provided that all expenditures to any individual involving \$250.00 or more be authorized by said trustees by instrument in writing. But the trustees shall not receive further compensation merely as trustees.

This trust shall continue for ten years from the date hereof, But if parties then representing more than half of the value of the interest under either Pitman or Kehr and also parties then representing at least half of the value of the remaining interest (Kehr or Pitman interest) ~~shall by instrument in writing, executed not less than three months before the expiration of said ten year period, direct the extension of the trust for a further period of ten years,~~ the trust shall be extended accordingly for a further period of ten years. The extension shall be governed in all things by the terms of this instrument as being a part of the trust as originally created.

Whenever at any time during the trust, or the extension thereof above provided for, the owners at the time of three fourths of the interest in the whole trust desire to revoke this trust, they may do so by instrument in writing signed by the then owners of such three fourths interest, and thereupon the trust shall come to an end, save for the sole purpose of partitioning the property by action of the trustees as provided by the succeeding paragraph hereof. For such purpose only the trust shall continue for a period of four months after revocation of the trust as above provided. The proposed partition must be submitted to the beneficiaries within three months and must be acted on by the beneficiaries within four months. Should the partition not be accepted within said time, the trust shall wholly cease, and the legal title to the property shall vest in the beneficiaries according to their respective interests. The covenants and agreements against partition hereinafter set forth shall not apply after the termination of the trust under this agreement.

At least three months before expiration of the trust, whether at the end of ten or twenty years, the trustees shall divide the realty remaining undisposed of into two parts (or sets of lots) of equal value, and submit the proposed partition to the beneficiaries, and if the then holders of more than half of the Kehr interest accept such partition, and also the then holders of more than half of the Pitman interest also accept such partition, then the right of selection shall go to the highest bidder of the two interests at auction conducted by said trustees after five days' notice of time and place given in writing by said trustees to each interested party, and the trustees shall make conveyances accordingly. Should the beneficiaries fail to agree to the partition in the manner above provided, the legal title to all the realty then undisposed of shall vest on the termination of the trust in the beneficiaries of the trust according to their respective interests.

Should at any time during this trust, or the extension thereof as herein provided for, one or more of the present beneficial owners die leaving minors, or persons under disability, the right is hereby given the guardian of such minors, or the legal representative of such person or persons under disability, to exercise all the powers given to any beneficial interest in this trust, and said guardian or legal representative need not be authorized by any order of Court so to do, the power to act without order of court being hereby expressly given.

The main purpose of this trust is to dispose of the realty in such times and in such manner as the trustees deem to be to the best interest of the beneficiaries. As cash is received by the trustees under the trust, the trustees are to divide the same among the beneficiaries according to their respective interests; but it is the right and duty of the trustees to reserve from distribution such sums as in their opinion should be kept on hand to meet existing obligations and anticipated contingencies, not exceeding, however, the sum of ten thousand dollars over and above known liabilities, without the written consent of at least one-half of the Kehr and also at least one-half of the Pitman interest.

No assignment of any beneficial interest under this agreement shall be valid unless notice in writing of such assignment be given to each of the Trustees as hereinafter provided, and until a recital of such assignment signed by both Trustees is endorsed on the copy of the declaration of trust held by the assignor, and said declaration of trust is by said assignor surrendered to the Trustees, and thereupon the Trustees shall issue to the assignee of said interest a copy of this declaration with the endorsement thereon, and the assignee of such certificate shall become a party to this instrument whether in fact executed by him or not, and so on whenever a transfer or assignment of a beneficial interest is made; provided however, that the person so desirous of selling an interest shall first serve each of the Trustees with notice in writing of the intention to sell, and such notice must set forth the name of such person to whom it is desired to sell, setting forth the actual net cash amount which is offered in good faith, and for which net cash amount it is proposed to sell, and the Trustees upon the receipt of such notice shall immediately give notice thereof, to each interested party by letter deposited in the mails addressed to the last residence known to the Trustees, whereupon the said interested parties, or any of them, or any one or more of them as desire, shall have the privilege of purchasing the said interest at such actual bona-fide net cash amount as the party so offering to sell is able to obtain in good faith from any person designated in said notice. The offer of the party so desiring to sell shall be open for acceptance for a period of ten days from the serving of the notice upon the Trustees and if not accepted within ten days after serving of such notice, the party so desiring to sell shall be at liberty to sell to such person set forth in such notice not a party to this agreement. In the event that two or more interested parties are desirous of purchasing said interest, the said interest so purchased by them shall be prorated among them according to their interests in the trust and payment made accordingly.

All the beneficiaries herein covenant and agree with each other and with the trustees that none of them will institute proceedings for partition of the trust property during the continuance of this trust. This instrument shall be binding on no one as to any provision thereof until it has been signed by each and all the parties above named as parties of the first part hereto, and thereupon delivered to the trustees.

Seven originals of this instrument have been executed, one for each of the two trustees, and one for each of the five beneficiaries above named. The copies issued by the trustees in case of any change of beneficial interest as above provided shall for all legal purposes have the force and effect of originals.

In witness whereof all parties hereto have hereto set their respective hands and seals this 22nd day of May, 1918, said trustees signing in attestation of acceptance of the trust.

Julius Pitman (Seal)
 Caroline M. Pitman (Seal)
 Josephine F. Methudy (Seal)
 Lucy E. I. Richardson (Seal)
 Russell A. Richardson (Seal)

Eugene R. Methudy (Seal)

Edna Methudy (Seal)

Edward J. Methudy (Seal)

Julius Pitman as trustee (Seal)

Josephine E. Methudy as trustee (Seal).

State of Missouri)
 City of St. Louis) ss.

I, the undersigned a Notary Public, in and for said City of St. Louis, in the State of Missouri, do hereby certify that Josephine E. Methudy (single) Lucy E. I. Richardson, and Russell A. Richardson, her husband, Eugene R. Methudy, and Edna Methudy, his wife, Edward J. Methudy, single, and Julius Pitman and Caroline M. Pitman, his wife, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me, this day, in person, and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of Homestead. My term as Notary expires Jan. 22, 1922.

Given under my hand and notarial seal this 22d day of May, A.D. 1918.

(Notarial seal)
 (City of St. Louis, Mo.)

O. H. P. Grunden

Notary Public.

for city of St. Louis, Mo.

UNRECORDED
 JULIUS PITMAN
 JOSEPHINE METHUDY
 BY C. H. P.
 \$100 in \$2.00.
 5-23-18.

Filed for record May 23, 1918, at 4:50 P.M.: Instr. No. 62194.

General Warranty Deed.

This Indenture, Made on the 10th day of April, A.D. One Thousand Nine Hundred and eighteen by ~~and between Fred Elsbright, a widower, of the City of St. Louis, State of Missouri, party of the first part, and Chas. P. Vogel Real estate Company (a corporation) of the City of St. Louis, in the State of Missouri, party of the second part,~~

Witnesseth: That the said party of the First Part, in consideration of the sum of One Hundred Dollars and other valuable considerations, to him paid by the said party of the second part, the receipt of which is hereby acknowledged, does by these presents, Grant, Bargain, and sell, convey and Confirm unto the said party of the second part, its successors and assigns, the following described Lots, Tracts or Parcels of Land, lying, being and situate in the County of St. Clair and State of Illinois, to wit:-

Lots numbered 7 and 8 in block #58 of East Lawn Subdivision as per plat thereof recorded in the recorder's office of St. Clair County Illinois, in Book of Plats "F" on page 19.

Subject to all incumbrances of record against said property.

To have and to hold the premises aforesaid, with all and singular the rights, privileges, appurtenances, immunities and improvements thereto belonging, or in any wise appertaining, unto its successors and assigns, forever; the said party of the first part hereby covenanting that its successors shall and will Warrant and Defend the title to the said premises unto the said party of the second part and unto its successors, heirs and assigns, forever, against the lawful claims and demands of all persons whomsoever, excepting the taxes, both general and special, of record against said property.

In witness whereof, The said party of the first part has hereunto set his hand and seal on the day and year first above written.

Fred Elsbright (Seal)

Signed, Sealed and Delivered in Presence of us

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